

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA

In re:

Chapter 7 Bankruptcy

BRUCE FARLOW,

Case No: 8:18-bk-06677-MGW

Debtor.

\_\_\_\_\_/

JOHN D. GENTIS, SHALIMAR MHP, LLC,  
a Florida limited liability company, and GFB  
PARTNERS, LLLP, a Florida limited liability  
limited partnership,

Plaintiffs,

v.

Adversary Proceeding No.:  
8:18-AP-00575-MGW

BRUCE L. FARLOW,

Defendant.

\_\_\_\_\_/

MOTION FOR WRIT OF GARNISHMENT POST JUDGMENT  
DIRECTED TO BANK OF AMERICA WITHOUT NOTICE

The Plaintiffs', Shalimar MHP, LLC and GFB Partners, LLLP, by and through its undersigned counsel, move the Court pursuant to Fla. Stat. §77.03(2019) for a writ of garnishment after judgment to be served upon Bank of America Corporation. See Exhibit B and Exhibit C respectively.

1. On August 9, 2019, Plaintiff, Shalimar MHP, LLC, obtained a Final Judgment of Nondischargeability (Judgment) for the principal sum of \$8,544.49 plus prejudgment interest in the amount of \$1,981.07 and costs in the amount of \$1,254.25, for a total of \$11,779.81. See Exhibit A.

2. On August 9, 2019, Plaintiff, GFB Partners, LLLP, obtained a Final Judgment of Nondischargeability (Judgment) for the principal sum of \$103,570.37 plus prejudgment interest in the amount of \$22,721.41 for a total of \$126,291.78. See Exhibit A.

3. Plaintiff, Shalimar MHP, LLC, has collected \$0.00 toward the satisfaction of the Judgment and is owed the principal sum of \$8,544.49 plus prejudgment interest in the amount of \$1,981.07 and costs in the amount of \$1,254.25, for a total of \$11,779.81.

4. Plaintiff, GFB Partners, LLLP, has collected \$0.00 toward the satisfaction of the Judgment and is owed the principal sum of \$103,570.37 plus prejudgment interest in the amount of \$22,721.41 for a total of \$126,291.78.

5. Plaintiffs, Shalimar MHP, LLC and GFP Partners, LLLP, do not believe that the Defendant, Bruce Farlow, has visible property on which a levy can be made sufficient to satisfy said judgment.

6. Moreover, Bruce Farlow controls and owns accounts in the name of his parents, Ann P. Farlow and Harold L. Farlow, who are now deceased. (Account # 8981-0195-0371 and Account # 0022 9029 8086).

7. Plaintiff suggests that Bank of America Corporation is indebted to and/or has tangible or intangible personal property of the Judgment Debtor, in his hands, possession or control, and moves that the Clerk of Court issue a Writ of Garnishment, commanding Bank of America named above to answer according to the law in such cases provided.

WHEREFORE Plaintiffs, Shalimar MHP, LLC and GPB Partners, LLLP, move the Court to issue a Writ of Garnishment directed to Bank of America Corporation.

DATED this 19<sup>th</sup> day of September, 2019.

**ICARD, MERRILL, CULLIS,  
TIMM, FUREN & GINSBURG, P.A.**

By: 

W. ANDREW CLAYTON, JR.

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WORTH S. GRAHAM

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Email: wgraham@icardmerrill.com

ORDERED.

Dated: August 09, 2019



Michael G. Williamson  
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION  
www.flmb.uscourts.gov

In re:

Case No. 8:18-bk-06677-MGW  
Chapter 7

Bruce Farlow,

Debtor.

John D. Gentis, Shalimar MHP, LLC,  
a Florida Limited Liability Company,  
and GFB Partners, LLLP, a Florida  
Limited Liability Partnership,

Adv. No. 8:18-ap-00575-MGW

Plaintiffs,

v.

Bruce Farlow,

Defendant.

**FINAL JUDGMENT OF NONDISCHARGEABILITY**

THIS PROCEEDING came on for trial on July 23, 2019, at 9:30 a.m., on  
Plaintiffs John D. Gentis, Shalimar MHP, LLC, and GFB Partners, LLLP's



**Complaint to Determine Nondischargeability of Debts.<sup>1</sup> In their complaint, the Plaintiffs alleged Defendant, Bruce Farlow, made unauthorized withdrawals from Shalimar MHP and GFB Partners and used a company card to pay his personal expenses without authorization.**

**The Plaintiffs filed their complaint seeking a determination that the amounts Farlow owes them are nondischargeable under Bankruptcy Code §§ 523(a)(2)(A) (Count I), 523(a)(4) (Count II), and 523(a)(6) (Count III). At trial, Plaintiff John Gentis withdrew his individual claims, leaving Shalimar MHP's and GFB Partners' claims remaining for trial. For the reasons stated orally and announced in open court at the conclusion of trial, the Court concludes that Shalimar MHP's and GFB Partners' claims are nondischargeable under Bankruptcy Code § 523(a)(4).**

**Accordingly, it is**

**ORDERED:**

- 1. Plaintiff John Gentis shall recover nothing on his claims.**
- 2. Plaintiff Shalimar MHP, LLC shall recover from Defendant, Bruce Farlow, the principal sum of \$8,544.49, plus prejudgment interest in the amount of \$1,981.07 and costs in the amount of \$1,254.25, for a total of \$11,779.81, for which let execution issue forthwith.**

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<sup>1</sup> Doc. No. 1.

3. Plaintiff GFB Partners shall recover from Defendant, Bruce Farlow, the principal sum of \$103,570.37, plus prejudgment interest in the amount of \$22,721.41, for a total of \$126,291.78, for which let execution issue forthwith.

4. This final judgment shall accrue postjudgment interest under 28 U.S.C. § 1961.

5. The amounts owed under this final judgment are not dischargeable in this bankruptcy case.

The Clerk is directed to serve a copy of this final judgment on interested parties who are non-CM/ECF users.

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MIDDLE DISTRICT OF FLORIDA

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BRUCE L. FARLOW,

Defendant.

\_\_\_\_\_/

WRIT OF GARNISHMENT

To the United States Marshal for the Middle District of Florida:

01036547-1



YOU ARE COMMANDED to summon the Garnishee, **Bank of America Corporation**, whose address is: **CT Corporation System as Registered Agent of Bank of America Corporation, 1200 S. Pine Island Road, Plantation, Florida 33324**, to serve an answer to this Writ within **twenty (20) days** after service on the Garnishee, exclusive of the day of service, and to file the original with the Clerk of this Court stating whether the Garnishee is indebted to **Judgment Debtor, Shalimar MHP, LLC** at the time of the answer or was indebted at the time of service of the Writ, or at any time between such times, and in what sum and what tangible and intangible property of the Judgment Debtor, the Garnishee is in possession or control of at time of the answer or had at the time of service of this Writ, indebted to the Judgment Debtor The amount set in Debtor's motion is for the principal sum of \$8,544.49 plus prejudgment interests in the amount of \$1,981.07 and costs in the amount of \$1,254.25, for a total of \$11,779.81.

Dated \_\_\_\_\_

Sheryl L. Loesch  
As Clerk of the Court

By: \_\_\_\_\_  
As Deputy Clerk



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WRIT OF GARNISHMENT

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01036551-1



YOU ARE COMMANDED to summon the Garnishee, **Bank of America Corporation**, whose address is: **CT Corporation System as Registered Agent of Bank of America Corporation, 1200 S. Pine Island Road, Plantation, Florida 33324**, to serve an answer to this Writ within **twenty (20) days** after service on the Garnishee, exclusive of the day of service, and to file the original with the Clerk of this Court stating whether the Garnishee is indebted to **Judgment Debtor, GFB Partners, LLLP**, at the time of the answer or was indebted at the time of service of the Writ, or at any time between such times, and in what sum and what tangible and intangible property of the Judgment Debtor, the Garnishee is in possession or control of at time of the answer or had at the time of service of this Writ, indebted to the Judgment Debtor The amount set in Debtor's motion is for for the principal sum of \$103,570.37 plus prejudgment interests in the amount of \$22,721.41 for a total of \$126,291.78.

Dated \_\_\_\_\_

Sheryl L. Loesch  
As Clerk of the Court

By: \_\_\_\_\_  
As Deputy Clerk